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TA | 5516

Agreement Between the
SUPERINTENDENT OF
LYNDONVILLE CENTRAL SCHOOL

and the

LYNDONVILLE TEACHERS' ASSOCIATION

July 1, 2006 - June 30, 2009

RECEIVED
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RELATIONS BOARD

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ADMINISTRATION

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THIS AGREEMENT, made this 19th day of September, 2006, by and between the Superintendent of the Lyndonville Central School District and the Lyndonville Teachers' Association, hereinafter referred to as the "Association."

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering salary, wages, hours and other terms and conditions of employment to be observed by the parties hereto.

WHEREAS, this agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from and modified only through the voluntary written consent of the parties herein.

WHEREAS, this agreement shall supersede any previous terms and conditions of employment which are referred to in this agreement.

WHEREAS, any individual agreement or contract between the Superintendent and individual teachers, heretofore executed, shall be subject to and consistent with the terms of this agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement or subsequent agreements executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement shall be controlling during its duration.

WHEREAS, THE Lyndonville Teachers' Association affirms that it does not assert the right to strike against any government, to assist or participate in any strike or to impose an obligation to conduct, assist or participate in such a strike.

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1

Section 1.01 Recognition

The Board recognizes the Lyndonville Central School Teachers' Association as the "exclusive" bargaining agent of all regularly employed teachers, school counselors and school psychologists. Excluded from this agreement are school administrators, all substitutes, all teaching assistants, and all other employees of the District.

ARTICLE 2

Section 2.01 Dues Check-off and Authorization

Upon the written authorization of a teacher, on a form provided by the Association, the Board will deduct from the salary of said teacher such amount for membership dues as the teacher may specify and will transmit said sum to the Association on a bi-monthly basis. All dues shall be deducted in equal installments beginning with the second pay period.

Teachers employed by the Lyndonville Central School system after September may submit their authorization at least two (2) weeks prior to any regularly scheduled pay date and said deduction shall be made for the balance of the scheduled deduction period. The District will be saved harmless for employee claims against the Association resulting from the administration of dues deduction.

ARTICLE 3

Section 3.01 Salaries

All teachers shall be paid pursuant to and consistent with the salary schedule reflected in Appendix A.

Section 3.02 Salary Notification

Three (3) copies of the salary notification shall be presented to each teacher by June 1, or as soon as practicable. One (1) copy may be retained by the teacher and the others shall be signed and returned to the Central Office personnel file.

Section 3.03 Optional Method of Payment

Teachers may choose to be paid in twenty-two (22) pay periods or twenty-six (26) pay periods, as long as the decision is made prior to the first payment in a fiscal school year. When calendar dates are inconsistent with twenty-two (22) pay periods, twenty-one (21) periods shall be substituted.

Section 3.04 Payday

Teachers will be paid every two (2) weeks on the Thursday of every pay week. If a payday falls on a holiday, payday shall be advanced to the next preceding day on which the Business Office will be open. When paydays fall during holidays or vacations, teachers may pick up checks during business hours or checks will be mailed to the teachers if the teacher leaves a self-addressed envelope with the Business Office. At the beginning of the school year, teachers will receive one-half pay on the first Thursday after school opens and the remainder of their contract salary divided equally over the remaining pay periods every other Thursday beginning with the third Thursday after school opens. On those years when the faculty works at least two days the last week of August prior to school opening the one-half paycheck will be available on the first Thursday after school opens.

Section 3.05 Cafeteria Supervision

Teachers assigned to cafeteria supervision shall receive an annual payment of six hundred dollars (\$600.00) per year based on supervision of two lunch periods. Cafeteria supervision of two (2) lunch periods is equivalent to one (1) supervisory assignment per day.

Section 3.06 Work Beyond the School Year

A teacher required to furnish his/her service beyond the regular teaching year, September 1 through June 30, will be paid one-tenth (1/10) of his/her regular salary for each month's work, or one two-hundredth (1/200) of his/her regular salary for each day's work. The work day shall be seven (7) hours and twenty-five (25) minutes.

Section 3.07 Master's Degree

Teachers holding a Master's Degree shall receive \$1,000 above that paid for accumulated semester hours.

Section 3.08 Differential Pay for Advanced Preparation

Course work for advanced preparation will be paid at the following rate:

Graduate Hours taken prior to July 1, 1996 - \$35.00 per graduate hour

Graduate Hours taken after July 1, 1996 - \$40.00 per graduate hour

- (1) Graduate hours for a teacher working toward a Master's Degree needed for Permanent Certification need no prior approval from the Superintendent of Schools for salary credit.
- (2) Graduate hours beyond the first Master's must receive prior approval from the Superintendent of Schools for salary credit. Additional graduate hour credit beyond the Master's Degree will only be given if:
 - (A) The course leads to an advanced degree for which the teacher is enrolled, or
 - (B) The course, in the opinion of the Superintendent, would offer some immediate direct benefit to the school system.

Section 3.09 Reimbursement of Tuition for Special Courses

The Board will pay tuition and textbook costs for courses not covered by Section 3.08, but recommended by the Board of Education or Superintendent of Schools. The use of a school vehicle for transportation will be available or the staff member will be reimbursed transportation costs for distances greater than fifteen (15) miles one way from the closest point for departure of either the school or the staff member's home. The rate of reimbursement will be the annually established mileage rate. Payment will be upon receipt of a grade report or similar correspondence showing successful completion of the program.

Section 3.10 Coaching and Extracurricular Activity Compensation

Teachers assigned to coaching and extracurricular activities shall be paid consistent with and pursuant to the schedule reflected in Appendices B & C.

Section 3.11 In-Service Programs

- (A) Teachers who are not mandated by New York State Regulations to participate in 175 hours of Professional Development every five (5) years that successfully complete professional development programs designed to enhance their teaching abilities will receive in-service credit as prescribed by the Superintendent for such courses, providing approval is granted prior to entering the program and that courses are not provided during the regular school day. In-service credit shall be compensated at the rate established in Section 3.08. Fifteen (15) clock hours shall equal one (1) graduate hour.
- (B) Teachers who are mandated by New York State Regulations to participate in 175 hours of Professional Development every five (5) years will be required to participate in the equivalent of 15 clock hours of professional development training above and beyond the regularly scheduled work days each year at no additional salary increase.
- (C) Such teachers as described in Section 3.11(B) who successfully complete Professional Development programs over and above the New York State requirements stated in Section 3.11(B) will receive inservice credit as prescribed by the Superintendent for such courses, providing approval is granted prior to entering the program and that courses are not provided during the regular school day. Inservice credit shall be compensated at the rate established in Section 3.08. Fifteen (15) clock hours shall equal one (1) graduate hour.
- (D) Teachers who have a formal Performance Improvement Plan under Level 3 of the District's Professional Performance Review Plan will be required to participate in the equivalent of 15 clock hours of professional development training above and beyond the regularly scheduled workdays each year at no additional salary increase. The provisions of this section shall be in place until the Superintendent deems the teacher's performance improves to the point of being removed from Level 3.
- (E) All professional development must be pre-approved by the Superintendent.

ARTICLE 4

Section 4.01 Class Size

The Board of Education shall continue its present policy for decreasing class size that can be financially assimilated by the district. This policy shall continue to reduce all class sizes to approximately twenty-five (25) students at the earliest possible time.

ARTICLE 5

Section 5.01 School Day

The school day shall be seven (7) hours and twenty-five (25) minutes per day, Monday through Friday. This time limitation shall not relieve teachers of the obligation to furnish adequate help outside of class time to students needing and desiring such extra help.

Further, teachers shall not be relieved of their duties of preparation of lessons outside their regular workdays.

Section 5.02 Teacher Assignments

- 1) Teachers at the secondary program level (7-12) will be assigned as follows:
 - For an eight period day, teachers in the secondary level (7-12) will be assigned twenty-five (25) teaching periods plus ten (10) periods of additional assignments such as study halls, cafeteria duty, hall duty, ISS, etc., in addition to homeroom or similar morning and afternoon assignments.
 - A secondary teacher (7-12) assigned thirty (30) teaching periods, with the exception of science labs, special education, and the librarian, will receive additional compensation of \$2000. A teacher assigned thirty (30) teaching periods may also be assigned five (5) periods of supervisory assignments such as study halls, cafeteria duty, hall duty, ISS, etc., in addition to homeroom or similar morning and afternoon assignments.
 - Science teachers and special education teachers who have six (6) classes or a combination of six (6) classes and labs in a single day will be given two (2) prep periods for the day. Science teachers and special education teachers will not be eligible for additional compensation in such a situation.
 - The Athletic Director will be given a minimum of one regular prep period for his/her teaching duties along with two free periods for use towards his/her activities and duties as Athletic Director.
 - Implementation of the additional teacher assignments shall not result in the layoff of a full-time bargaining unit member within the affected department.
 - No more than three (3) extra assignments will be assigned within any department.
 - A teacher may elect to carry a sixth (6th) class, without extra pay, and in lieu of an additional supervision assignment.
 - 7th and 8th Grade teachers shall be provided team and/or grade level planning consideration as described in 3c.
- 2) An attempt will be made to equalize assignments for all K-6 teachers.

- 3) Assignments for teachers in grades K-6 shall be as follows:
 - a. Those who follow an 8 period schedule shall fall under the same guidelines as teachers at the secondary program level.
 - b. Teachers shall be provided forty (40) minutes of preparation time each day of which at least thirty (30) minutes will be scheduled consecutively.
 - c. Opportunities for professional collaboration, student progress monitoring and professional development are goals of the district. Therefore, every attempt will be made to schedule a minimum of two (2) thirty (30) minute team or grade level planning periods each week within the teacher work day. In addition, faculty meetings and department meetings will be focused on professional learning or collaboration.
- 4) Prior to the first day of school (Superintendent's Conference Day) in September, all teachers will be given written notification as to who their supervising administrator is and to which building meetings they must attend for the majority of the time. It is understood that teachers who are split between buildings may need to attend meetings for both buildings. It is also understood that teachers who are split between buildings have the responsibility to get the information shared at the meetings that they do not attend.
- 5) The District and the LTA agree that the provision of academic support to students in study halls is a duty best accomplished by certified teachers. In the absence of teachers to monitor study halls, the District may use teacher aides. It is agreed that the assignment of aides in such a capacity will only be made when a teacher is not available for reasons including other supervision and/or duties assigned by the district, that the use of such aides shall not be construed as a waiver of the exclusivity of the LTA over the teaching function including the monitoring of study halls. Furthermore, aides may not be assigned to study halls in a manner that would result in the layoff or schedule reduction of any teacher.
- 6) The District supports school achievement through parent/community communication and partnership. Providing information about the school curriculum, programs and services is enhanced through Open Houses, curriculum nights, Advanced Placement Seminars, etc. All K-12 teachers shall participate in up to three (3) school-sponsored and structured evening parent/community communication, Open House, or curriculum/program information meetings per year of up to 2.5 hours per event. Teachers who require alternatives due to extenuating circumstances will be accommodated.

Section 5.03 Preparation Time

Teachers shall have adequate preparation time during the school day without the responsibility of student supervision. The administrator shall seek to provide adequate time of thirty (30) consecutive minutes per day.

K-6 teachers shall be provided, if they so desire, with one-half day student-free during the week preceding fall parent-teacher conferences. This half-day shall be used to work on grades and to prepare for K-6 parent-teacher conferences. In lieu of this provision, teachers may choose to be provided two (2) hours at the curriculum rate for preparation outside of the teacher work day for parent-teacher conferences.

Section 5.04 Dual Assignment

Teachers who have dual assignments shall be allowed adequate preparation and travel time between schools.

Section 5.05 Extracurricular Activities

The Association recognizes that there is a need for teachers to participate in extracurricular activities, but they will not be required to do so beyond their regular school hours.

Section 5.06 Class Schedule

A teacher who is being hired for the following school year shall be presented a tentative class schedule by the fifteenth (15th) of June. This schedule shall include all work assignments, extracurricular duties and any other required duties for the following school year. If changes are made in the teacher's schedule, the teacher shall be notified as soon as possible.

Section 5.07 Lunch Provision

All teachers will be provided with a thirty (30) minute duty-free lunch period unless he or she shall agree in writing to a lesser assignment.

Section 5.08 Coaching Assignments

Coaches will be notified thirty (30) days prior to the beginning of their sports season if they are to continue in the same capacity. Earlier notification of a tentative nature will be made when possible. Individuals will be notified as soon as possible if a tentative appointment is changed.

ARTICLE 6

Section 6.01 School Year

The Lyndonville Teachers' Association shall be given the proposed school calendar at least two (2) weeks prior to its adoption by the Board of Education. The Association may, if it so desires, make recommendations to the Superintendent regarding adjustments or changes to the proposed calendar.

The first regularly scheduled student attendance day and the last school day preceding the Thanksgiving Recess shall be of a minimum legal length to receive state aid, which is five and one-half (5 ½) hours.

If no snow days or emergency closing days have been used by May 15, the Friday before Memorial Day will be a holiday for teachers.

If the minimum requirements of the school year as established by State regulation to maintain full state aid have been met on the start of Regents exams in June, Administration shall make every effort to shorten student attendance requirements for Grades K-8 during the remainder of the school year. These shortened student attendance days may consist of early dismissal, and/or half-day dismissal for the purpose of parent-teacher conferences or staff conferences, data analyses or professional development.

ARTICLE 7

Section 7.01 Health Insurance

The District shall provide health insurance coverage through the Orleans-Niagara Health Consortium or an equivalent health insurance program.

The District shall make available to eligible employees coverage under the Traditional Blue Point of Service [POS], (formerly known as the Choice Plan) through the Orleans-Niagara Health Consortium. The POS Plan will allow the employee to choose between a (\$0/\$15) or (\$5/\$10) physician co-payment. The amount of the prescription co-payment for the POS Plan will be \$5 in network and \$10 out of network.

The district shall also make available to eligible employees the Traditional Blue Indemnity (Comprehensive) Coverage and Preferred Provider Organization (PPO). The Indemnity plan will include a \$200 single/\$400 family yearly deductible. The amount of prescription co-payment for this plan will be \$5 generic, \$10 preferred brand, and \$15 non-preferred brand.

Effective July 1, 2003, the district shall pay, on behalf of each unit member, a maximum monthly premium not to exceed the Traditional Blue POS Family Rate for either Indemnity health coverage or coverage by the POS Plan. Unit members choosing coverage with a monthly payment higher than the POS Plan Family Rate for that year shall remit to the district, through payroll deductions, the difference between the premium cost of such coverage and the POS Family Rate. Both programs shall provide individual, two-person and family coverage.

In addition to the provision above:

- A) The Lyndonville Teachers' Association will assist the Board of Education to reduce the health insurance costs by examining other health insurance programs.
- B) A husband and wife covered under this agreement will have the option of having two single policies or a two-party policy. Husband and wife with dependents will be eligible for one family plan.
- C) Insurance coverage for part-time teachers will be offered on a prorated basis.
- D) The District reserves the right to change carriers and coverage benefits in the event a different company is able to provide substantially equivalent benefits at a lower cost provided, however, that such change does not affect LTA members by excluding current providers, increasing co-payments or deductibles or eliminating any benefit regularly used by one or more subscribers to the plan. No change will be made without consultation with the Association.
- E) Employees desiring coverage but not presently covered must submit a request for coverage in writing to the Business Office by May 1 for coverage during the next school year.
- F) Effective dates of coverage will be subject to the regulations of Blue Shield or an equivalent concerning new hires and re-opening dates for employees other than new hires.
- G) The District will make a payment to employees who do not opt to participate in any health coverage with the District as follows:

0 - 10 Teachers	\$ 800
11 - 15 Teachers	\$1,500
Over 15 Teachers	\$2,000

In order to be eligible for such payment, the employee must, prior to October 1, file with the Business Office a completed waiver form. The payments will be made semi-annually, one-half in March and one-half in June and will be pro-rated for part-time employees and those hired after the beginning of the school year, with the employee receiving 1/12 of the payment for each complete month for which he or she does not have coverage. Employees may be reinstated in the health insurance program provided by the District at such times and under such conditions as are prescribed by the health benefits provider. Should this occur during a school year, the reimbursement will be adjusted on a pro-rated basis.

- H) A teacher shall not be entitled to enroll in the District's health benefits program if the teacher is otherwise covered by any group health benefits plan, whether as the insured or a dependent of the insured.

No teacher shall be entitled to cover a dependent or spouse by the District's group health plan if said dependent or spouse is otherwise enrolled in another group health benefits plan.

- I) The District has the right to change the third party administrators to manage the health insurance plan.
- J) An employee may purchase, at his or her own expense, single coverage health insurance for their child who is no longer covered under the family plan, as long as that child is a full-time college student, and so long as such coverage is offered by the health insurance provider.
- K) If a coverage provider changes or discontinues any coverage or any part of any coverage described in this Section 7.01, the District shall then offer the most comparable form of coverage available, which shall be determined upon consultation with the Association.

Section 7.02 Health Insurance for Retirees

Staff members hired prior to July 1, 2000, with a minimum of fifteen (15) years of service will be granted, upon retirement, one (1) year of Traditional Blue POS single coverage health insurance for each twenty (20) days of accumulated unused sick leave. Any block of days less than twenty (20) will be prorated for insurance coverage. Maximum accumulation for this provision will be 400 days.

Staff members hired July 1, 2000 and after with a minimum of twenty (20) years of service, will be granted, upon retirement, one (1) year of Traditional Blue POS single coverage of health insurance for each twenty-five (25) days of accumulated unused sick leave. Any block of days less than twenty-five (25) will be prorated for insurance coverage. Maximum accumulation for this provision will be 375 days. If the eligibility age for Medicare goes beyond age 70, the maximum number of days of accumulation will be increased to allow a teacher to accumulate enough days to reach the Medicare age.

The retiree may participate in another plan offered by the consortium as long as they pay the additional charge.

Persons entitled to this coverage and desirous of additional protection or family coverage will be allowed to purchase such a plan by paying the difference in cost. The option to purchase insurance will continue for the surviving spouse upon the death of the retiree. The retiree can continue under the district health insurance plan, at their own cost, after the benefit from their conversion of sick days is used up.

ARTICLE 8

Section 8.01 Sick Leave

All full-time teachers shall be granted fifteen (15) sick leave days per ten (10) months assignment, which may be accumulated to a maximum of one hundred ninety (190) days. That said fifteen (15) days shall be credited to each teacher the first day of each school year.

Sick leave shall be drawn from the fifteen (15) days of credited sick leave each school year. Absences of more than fifteen (15) days shall be drawn from the teacher's accumulated sick leave. At the conclusion of the school year, accumulated sick leave shall be recalculated for each teacher.

If a teacher is absent for five (5) consecutive school days, or if the district has reason to suspect abuse of sick leave, the district may require the teacher to provide a doctor's statement attesting to the existence of an illness. If the employee fails to provide the requested documentation the district may withhold sick leave until the matter is resolved. Disputes under this section will be resolved using the contractual grievance procedure, however, the right of the district to require such a statement shall not be subject to grievance if the employee has been absent for five (5) consecutive school days. The district retains all rights under Section 913 of New York State Education law.

The LTA will work with the district to minimize the use of sick days.

A teacher who has not used any sick, family illness or employee leave days during the school year will be given a \$250 bonus at year end.

Section 8.01(a) Sick Leave for Family Illness

Sick Leave may be used for serious illness of members of the immediate family requiring care and attendance of the employee. Use of sick leave for illness in the immediate family shall:

- 1) Be limited to a maximum of fifteen (15) days per school year.
- 2) Be limited to the immediate family which is defined as spouse, children, teacher's parents or any person residing in the household.
- 3) If a teacher is absent due to a family illness for five (5) consecutive days, the teacher must provide a doctor's statement attesting to the existence and nature of the illness and either the seriousness of the condition or the need for the teacher to care for the family member. If the employee fails to provide the requested documentation, the district may withhold sick leave until the basis for the leave has been established.
- 4) In the event of a catastrophic illness involving an immediate family member listed in 8.01(a) 2, the employee may request use of their accumulated sick days up to their amount available for retirement purposes. All requests must be in writing to the Superintendent. In the event a teacher needs to request days from the LTA sick bank, they must also take unpaid leave of absence days equal to the number of family illness days used for each catastrophic family illness in addition to the requirements listed in 8.01 (b) g. This leave must also meet the requirements under the FMLA and shall run concurrently with any leave awarded under 8.01(a).

Section 8.01(b) Sick Leave Bank

The District and the Association shall administer a Sick Leave Bank to be used when a unit member has incurred a prolonged illness or injury and whose sick leave accumulation has been exhausted. A committee consisting of two (2) administrators (a principal and the Superintendent) and two (2) teachers (appointed by the Association) shall review all sick bank requests. The granting of requests shall be contingent upon the approval of at least three (3) of the committee members. After receiving a request for sick bank utilization and all necessary supporting documentation requested by the Sick Bank Committee, the committee shall have ten (10) calendar days to act upon the request. The decision of the committee will be final and binding upon all parties and shall not be subject to the grievance procedure in Article 16. The Sick Bank Committee shall be empowered to establish procedures and reasonable criteria for the purpose of administering the leave benefits of this provision. These procedures and criteria shall be set forth in writing and submitted to the Superintendent and the Association President for their mutual approval prior to any implementation.

- a) Membership in the Sick Leave Bank is voluntary on the part of the unit member, however, a unit member shall be given only two (2) opportunities to join the bank. These shall occur on the first two (2) Septembers following the initiation of the sick bank or the person's hire. The exact date will be agreed upon by the District and the Association. An individual who withdraws membership will not be permitted to rejoin at any time in the future.
- b) A unit member who elects to join the bank must contribute two (2) days from his/her sick leave accumulation each school year until the maximum is reached as stated in (c).
- c) Contributions will be made to the bank on an annual basis until the maximum reaches four hundred (400) days in the bank plus any new hires' initial contributions.
- d) The number of days granted in any one (1) year shall not exceed the total accumulation in the bank.
- e) A maximum of one hundred eighty (180) days may be drawn by any one (1) unit member from the bank for any incident of illness or reoccurrence of the same. A maximum of sixty (60) days will be

granted at any one time, with a review of the situation to take place, if necessary, prior to the granting of additional days for that illness or injury. A member of the Bank shall be required to return to active employment for a period of not less than thirty (30) working days before becoming eligible to utilize sick leave bank benefits again unless the succeeding absence is due to a continuation or reoccurrence of a previously covered illness in which case the remainder of one's one hundred eighty (180) day allotment may be used.

- f) Member must have used all of their accumulated sick days before drawing from the sick day bank.
- g) The first thirty (30) working days of illness or disability will not be covered by the Bank, but must be covered by the employee's own accumulated sick leave or absence without pay.
- h) All requests for days from the bank must be in writing and addressed to the President of the Lyndonville Teachers' Association with a copy being sent to the Superintendent of Schools.
- i.) Medical reports may be requested by the District and/or the Association.
- j) Upon termination of employment or withdrawal of membership from the Bank, the participating employee will not be permitted to withdraw his/her contributed days.

Section 8.01(c) Failure to Submit Sick Leave Proof

If any employee fails to submit proof when required to do so for any leave under this Section 8.01, the absence shall be considered as time off without pay. If the proof submitted does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Section 8.01(d) Family Medical Leave Act

Where a teacher's use of sick leave is for reasons that entitle the teacher to a leave of absence under the Family Medical Leave Act (FMLA), the FMLA leave shall run concurrently with the sick leave period.

Section 8.02 Notice of Expected Absence

In cases where a teacher eligible to use sick leave under the terms of this Article 8 is able to anticipate the need for such an absence (e.g., surgery, convalescence, or childbirth), sick leave shall be granted only in accordance with the following procedures:

- (a) The teacher will advise the Superintendent in writing, as soon as he/she is aware of the need for the absence, or 90 days in advance of the expected starting date, whichever is shorter, of the expected starting date and length of disability.
- (b) As soon as possible following the notice required by subparagraph (a) of this Section, the teacher shall furnish the Superintendent a written statement from his/her attending physician containing the expected starting date and length of disability.
- (c) Following the start of the leave, if there is any change in the expected duration of the leave, the teacher shall furnish the Superintendent a written statement from his/her attending physician explaining the change.
- (d) Sick leave granted hereunder will only be paid during the time period in which a physician certifies in writing that the employee is physically disabled. Prior to his/her return to work, the district may require the teacher to present to the Superintendent confirmation from his/her attending physician that he/she is capable of performing the full duties of his/her position. The right of the district to request such documentation shall not be subject to the grievance and arbitration provision of this contract. Once the employee is able to perform the full duties of his/her position, he/she shall return to work or remain on leave consistent with other provisions of the contract.

Section 8.03 Child Rearing Leave

A child rearing leave of absence without pay shall be granted by the Board of Education for a definite period not to exceed two (2) full years. Employees may return to active employment following a child rearing leave at the beginning of a semester.

Application for the child rearing leave should be made to the Superintendent at least eight (8) weeks prior to the anticipated beginning of such a leave and shall specify the expected return date.

No salary increments, sick leave or other benefits will accrue during child rearing leave. Unused days of sick leave will be returned to the employee's credit upon return to active employment. An employee on unpaid child rearing leave may retain health insurance coverage under the District's plan by assuming the full cost of the premium and remitting the same to the District.

Employees on unpaid child rearing leave must notify the District by December 1 for the first semester and May 1 for the second semester of their intent to return.

Section 8.04 Adoption Leave

A teacher may request and will be granted an adoption leave, without pay, for up to one (1) year. Additional time may be requested by the teacher. Adoption leave will not be granted beyond a two (2) year period. An employee on unpaid adoption leave may retain health insurance coverage under the district's plan by assuming the full cost of the premium and remitting same to district.

Section 8.05 Educational Leave

Tenure teachers who have served at least seven (7) years in the District may, upon recommendation of the Superintendent and with approval of the Board, be granted leave of absence for purpose of study. Approval of sabbatical leave shall be contingent upon the following conditions:

- (1) No more than one teacher may be absent from the District on such leave at one time.
- (2) No more than one sabbatical leave will be allowed any one teacher in any seven year period.
- (3) A recommended, qualified replacement must be found.
- (4) The applicant must be permanently certified in his/her teacher discipline.
- (5) The course of study shall lead to an advanced degree for which the teacher is enrolled or the course of study, travel, or educational activity would offer some immediate, direct benefit to the District.

Final approval or disapproval of an applicant's request for sabbatical leave shall be made by the Board, and such decision shall not be subject to review.

Teachers who have been granted an educational leave may be paid up to one-half (1/2) of their stated salary for the period they are on leave. The District will pay health insurance benefits prorated at the same level of salary paid while on leave.

A teacher who is granted an educational leave will be expected to return to the Lyndonville Central School District for a period of three (3) years following said leave.

Should he/she fail to return or resign prior to the completion of a three (3) year period, he/she shall refund to the District that portion of their salary and insurance premiums paid during his/her leave as the unexpired portion of the three (3) years shall bear to such period. It shall be appropriate for the Board to determine what adjustments may be made for retirement, social security, or income tax deductions.

Section 8.06 Leave of Absence

A teacher may request a one (1) year unpaid leave of absence. If granted, it shall be granted without benefits and with no accumulation of benefits. Teachers may request to remain in the school health benefit plan at their own expense during this leave.

Section 8.07 Jury Leave

Teachers who are required to report for jury duty shall be paid their full salary. They shall, however, assign to the Board all fees allotted except those sums received as reimbursement for actual expenses, such as mileage, meals, lodging, and the like.

Section 8.08 Witnesses

Teachers who are required to appear as witnesses in criminal delinquency hearings or trials, which involve a teacher's action in the course of his/her duties on behalf of the District, shall suffer no loss of salary due to these activities. The District shall not be liable for salaries from the time of the establishment of guilt for teachers who are accused of a crime and found guilty.

Section 8.09 Bereavement Leave

Upon the notification to the Building Principal of a death in the immediate family; that is, current spouse, child, parent (or anyone who has acted in that capacity), brother, sister, mother-in-law, father-in-law, grandparent, grandchild of the employee or their current spouse, or anyone living in the teacher's household, a teacher may request a bereavement leave. This leave will be granted with full pay for up to three (3) days per incident. Such leave shall not be deducted from accumulated sick leave or personal leave. The term of the leave may be extended by Superintendent upon the recommendation of the teacher's immediate supervisor.

Section 8.10 Employee Leave

All full time teachers will be granted three (3) days of Employee Leave per year. The request for a day of Employee Leave shall be made in writing and shall be granted without loss of pay. The request for such a leave must be made at least forty-eight (48) hours in advance and shall be granted without undue prejudice. A teacher giving at least 48 hours notice will not be required to give a reason. Employee leave requests of less than 48 hours notice (except in emergency situations) shall be granted at the discretion of the Building Principal. For leave requests falling on a Monday, at least ninety six hours (96) hours notice must be given for the leave to be granted without prejudice.

Employee Leave may be requested for personal business that cannot be conducted at times other than normal business hours, bereavement of non-family members as defined by Section 8.09, and for unusual family or personal circumstances, for example: weddings, college graduations, etc.

All requests for leave for health related purposes shall be considered under the sick leave benefits, Section 8.01.

Employee Leave with pay shall not be granted to extend a scheduled holiday or vacation. Employee Leave with pay may not be granted immediately before or after a scheduled holiday or vacation. However, an exception to the holiday requirement may be approved by the Superintendent of Schools, upon a written request made two (2) weeks in advance, stating the reasons for the request, such as weddings, college graduations, etc.

An employee may request additional employee leave days by placing such a request in writing to the Superintendent and giving the reason for the request. For each additional day granted by the Superintendent, two (2) days of sick leave will be deducted from the employee's accumulated sick leave.

At the conclusion of each school year, unused Employee Leave shall be added to accumulated sick leave.

Section 8.11 Career Increment

For those teachers that indicate by April 1, one year in advance, their intention to retire June 30 of the following school year, and whose resignation has been accepted by the Board of Education by January 31st of the school year they retire; will be granted a career increment of \$8,000 for the last year of employment prior to retirement.

This amount shall be above any regular salary approved for that school year and be paid as part of the final salary payment or shall be prorated over the remaining paychecks as requested by the staff member after acceptance of the staff member's resignation by the Board of Education. To be entitled to this career increment a teacher must be eligible to retire WITHOUT PENALTY under the NYS Teachers Retirement System and have fifteen (15) years of continuous tenure experience (to include probationary years) in the Lyndonville Central School District.

Section 8.12 Lyndonville Teachers' Association Delegates

The Lyndonville Teachers' Association will be granted up to five (5) leave days per school year to conduct Association business by attending professional meetings and state conferences including the State Retirement Conference. The leave will be granted with the prior approval of the Superintendent.

ARTICLE 9

Section 9.01 Probationary Teachers

All notices regarding tenure appointment will be provided in conformity with Education Law requirements.

ARTICLE 10

Section 10.01 Seniority - Reduction in Force

All layoffs and recalls will be in strict conformity with Education Law requirements.

ARTICLE 11

Section 11.01 Vacancies

In order to assure that new positions and resignations will be general knowledge to all staff members, such information will be posted as soon as they become official. Consideration for employment for such vacancies will first be given to school employees, but the primary concern for the employment of all personnel is to accept the person most qualified for the position.

Section 11.02 Hiring of Substitute Teachers

The administration shall endeavor to seek out and hire as substitute teachers those teachers who are certified and qualified before consideration of hiring non-certified and/or non-qualified teachers to fill vacancies left in the existing teaching staff due to the absence of a teacher.

ARTICLE 12

Section 12.01 Teacher Evaluation

Teacher evaluation shall be governed consistent with the Lyndonville Central School District Professional Performance Review Plan (PPRP) as adopted by the Board of Education on June 25, 2001. Modifications to the procedures used in the evaluation process will require approval of the President of the L.T.A. Modifications to the criteria used for evaluation will require consultation with the L.T.A.

All evaluations and observations of the work or performance of a teacher shall be conducted openly and with the full previous knowledge of the teacher regardless of whether they are announced or unannounced. Every attempt will be made to hold the initial post-observation conference within fourteen

(14) workdays after the observation. The observation process must begin again if the initial post-observation conference is not held within thirty (30) workdays.

The teacher shall be given a copy of the final written evaluation by June 12. The teacher shall acknowledge that he/she has had a copy to review by signing the copy to be filed. The teacher's signature shall in no way indicate an agreement with the contents thereof.

Whenever practicable, the administrator shall schedule and conduct a conference with the teacher no later than June 15 of the school year in which the evaluation occurs. If the meeting does not take place on/or before June 15, the teacher shall have the choice to have the meeting either later in that school year or in the first two (2) weeks of the following school year. The written evaluation will be provided to the teacher at least 72 hours before the scheduled conference date.

If adverse material is to be included in a teacher's file, he/she shall have the opportunity to respond in writing, which shall be included in his/her personnel file.

If adverse comments or criticisms are made, they shall be accompanied by recommendations, whenever possible, made to improve his/her professional performance.

Formal teacher observations and evaluations shall be completed only by a member of the Lyndonville Central School District Administrative team.

Whenever a teacher's professional performance is reviewed, he/she shall have the right to be accompanied by the L.T.A. Building Representative or other designee of the Association.

Section 12.02 Coaches' Evaluations

Coaches will be evaluated on an annual basis at the end of the season as follows:

Varsity Coaches - by the Athletic Director and/or the Administration

J.V. Coaches - by the Varsity Coach, Athletic Director and/or the Administration

Modified Coaches - by the J.V. Coaches, Varsity Coach, Athletic Director and/or the Administration

ARTICLE 13

Section 13.01 Teacher's File

All teachers shall have the right, upon request, to review the contents of his/her personnel file, except for confidential references and to make copies thereof at a mutually agreeable time.

No complaint by a parent(s) or guardian of a student, and directed towards a teacher, shall become a matter of record unless it has been promptly called to the teacher's attention.

No material derogatory to the teacher's conduct, service, character, or personality shall be placed in his/her personnel file, unless the teacher has been notified thereof and given the opportunity to review such material. The teacher shall have the right to have included in his/her personnel file his/her answer.

In the event an action is submitted to the Board concerning a teacher, such teacher shall be notified as soon as possible by the Superintendent.

ARTICLE 14

Section 14.01 Planning and Development of Curriculum

- A. Supervisors or Building Principals shall indicate the appropriate areas for curriculum revision or development. Any major development of new curriculum should be undertaken by staff members during the summer recess.
- B. Appointments to curriculum revision and/or development committees should be entirely voluntary whenever possible.

Teachers shall be compensated at the rate of twenty-five dollars (\$25.00) per hour for curriculum development.

Teachers shall be compensated at the rate of twenty-five dollars (\$25.00) per hour for teaching enrichment courses.

Teachers working on curriculum development and teaching enrichment courses will be issued individual contracts prior to the start of their assignment.

ARTICLE 15

Section 15.01 Academic Freedom

The parties recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. Therefore, the Board, the administration and the Association agree to take appropriate action to defend academic freedom whenever it is threatened in the district.

ARTICLE 16

Section 16.01 Grievance

This procedure's purpose is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Throughout all stages the employee must be allowed to have representation.

Section 16.02 Grievance Procedure

A grievance is a complaint by a teacher of an alleged violation of any of the terms and conditions of this agreement between the Board and the Association.

No alleged violation shall be entertained and shall be deemed waived unless submitted at the first available stage within ten (10) school days after the aggrieved party knew or should have known of the act or condition upon which the alleged grievance is based.

Any teacher having a grievance will discuss it with his/her Building Principal directly, along with their L.T.A. Building Representative or other designee of the Association, with the view of settling the grievance informally. If the grievance is not resolved informally, within five (5) school days, it may be reduced to writing by the L.T.A. Grievance Chairman or other designee of the Association and submitted to the Superintendent, who will render his/her decision within ten (10) school days.

If the grievance is not resolved pursuant to paragraph three (3), it will be submitted to the Board of Education at its next regular meeting.

If the grievance is not resolved or settled at the next regular Board Meeting, or within ten (10) school days thereafter, the L.T.A. Executive Committee may request that the grievance be submitted to binding arbitration. Said request will be made within fifteen (15) school days after the Board has rendered its decision.

Once a grievance procedure has been initiated, if either party waived the time limits for submitting the required response, this would indicate that this party does not wish to pursue the grievance any further, and it is agreed that the settlement shall be in favor of the other party.

Section 16.03 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association in writing, by either party, within ten (10) school days.

The parties shall be bound by the rules and procedures of the American Arbitration Association.

The decision of the arbitrator shall be binding and final on the parties.

The cost of the services of the arbitrator, including expenses, if any, shall be shared equally by the parties.

ARTICLE 17

Section 17.01 Copies of Agreement

Copies of this agreement shall be printed at the mutual expense of the parties. The Association shall be given a sufficient number of copies to distribute to all members of the bargaining unit. The Association shall also be given an additional twenty (20) copies. When a new teacher is hired, he/she shall be given a copy of this agreement by the administration.

ARTICLE 18

Section 18.01 Conformity to Law

If any provision of this agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this agreement shall be contrary to law, all other provisions of this agreement shall continue in full force and effect.

ARTICLE 19

Section 19.01 Complete Agreement

This agreement constitutes the entire and complete record of the binding commitments between the District and the Association. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless both of the following conditions are satisfied: (a) it is dated on or after the execution date of this Agreement; and (b) it is signed by authorized representatives of the District and the Association.

In connection with this new provision, all outstanding side letters, memoranda of agreement, etc. between the parties have been reviewed and considered for re-signing or termination.

THIS AGREEMENT shall become effective from the 1st day of July 2006, and continue in full force and effect until June 30, 2009 or until altered by mutual agreement, in writing, by the parties. However, on or before January 15 prior to the expiration date, either party may give notice to the other of its intention to negotiate for the succeeding year. The parties shall meet no later than fifteen (15) days after such notice.

IN WITNESS WHEREOF, the parties have set their hands and seals this 19th day of September,
2006.

Barbara Dean-Williams
cm Superintendent

Anne Marie Holland
Lyndonville Teachers' Association Representative

APPENDIX A
SALARY SCHEDULE

<u>STEP</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	32,985	33,598	34,287
2	33,730	34,357	35,061
3	34,496	35,137	35,858
4	35,293	35,949	36,686
5	36,116	36,788	37,542
6	36,992	37,680	38,453
7	37,926	38,631	39,423
8	38,912	39,636	40,449
9	39,899	40,641	41,474
10	41,188	41,955	42,815
11	42,642	43,435	44,326
12	44,289	45,113	46,037
13	45,989	46,844	47,804
14	47,693	48,580	49,576
15	49,445	50,365	51,397
16	51,203	52,155	53,224
17	53,070	54,057	55,165
18	54,933	55,955	57,102
19	56,910	57,969	59,157
20	58,997	60,095	61,327
21	61,191	62,329	63,607
22	63,494	64,675	66,000
23	65,854	67,079	68,454
24	69,115	70,401	71,844

APPENDIX B

EXTRACURRICULAR ACTIVITIES

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Yearbook	2,700	2,760	2,820
Asst. Yearbook	1,090	1,115	1,140
Sr. Class	1,250	1,280	1,310
Jr. Class	1,140	1,165	1,190
Sophomore Class	675	700	725
Grades 7 – 9 Advisors	170	185	200
Sr. Play	1,035	1,060	1,085
Asst. Sr. Play	850	870	890
Elem. Operetta (1)	985	1,010	1,035
Asst. Elem. Operetta (2)	745	765	785
Middle School Operetta (1)	1,035	1,060	1,085
Asst. Middle School Operetta (2)	850	870	890
Student Council - H.S.	1,645	1,685	1,725
Student Council – Middle School	1,645	1,685	1,725
NHS/NJHS	1,035	1,060	1,085
Varsity Club	800	820	840
Musical Director	2,170	2,210	2,250
Asst. Musical (2)	1,790	1,820	1,850
Middle School Jazz Band	1,035	1,060	1,085
Academic Decathlon (2)	920	940	960
School newspaper	650	675	700
Agricultural and Technology Club	650	675	700
Envirothon	675	700	725
Marching Band	1,200	1,225	1,250

NOTE: Any new advisorship approved by the Board of Education during the term of this agreement will be paid \$250.

Ticket Takers	45	45	45
Chaperones	45	45	45
Bus Trips	45	45	45

NOTE: Chaperones for NYSSMA, All-County Music Festivals and Solo Festivals in excess of six (6) hours will be paid \$90.00.

APPENDIX C

Coaching

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fall Varsity Sports Boys & Girls	2,135	2,310	2,360	2,435	2,535
Fall J.V. Sports Boys & Girls	1,785	1,955	2,005	2,135	2,185
Winter Varsity Sports Boys & Girls	2,435	2,610	2,660	2,735	2,835
Winter J.V. Sports Boys & Girls	2,085	2,255	2,305	2,435	2,485
Spring Varsity Sports Boys & Girls	2,135	2,310	2,360	2,435	2,535
Spring J.V. Sports Boys & Girls	1,785	1,955	2,005	2,135	2,185
Modified Sports	955	1,005	1,085	1,160	1,210
Fall/Spring Cheerleading	1,210	1,260	1,310	1,360	1,410
Winter Cheerleading	1,565	1,615	1,665	1,715	1,765

- (1) Coaches beyond Step 5 shall have salaries adjusted to reflect 2.5% increase for each year of continuous service.
- (2) Advancement of steps is based upon continuous service.
- (3) The District reserves the right to determine the step at which new coaches and coaches without continuous service may be placed.
- (4) A coach who moves from the J.V. level to the Varsity level in the same sport will be placed on a step at the Varsity level that will be comparable to his/her J.V. salary in the year that he or she moves.
- (5) Supervisors and Ticket Takers for sporting events must meet the same CPR & AED training requirements as coaches and will be compensated at a rate of \$45 per event. If the event is stopped or cancelled midway through, the supervisor/ticket taker will be compensated for the actual hours worked.
- (6) The district will offer CPR and AED training one time during the regular teacher day and once after school hours. If taken after school hours, a stipend of \$45 will be paid. Teachers will have a choice as to whether they will receive training during the school day, with coverage by a substitute when necessary, or after school hours for the \$45 stipend.

APPENDIX D

ADDITIONAL STIPENDS

Additional stipends will be paid for the positions listed below. The District reserves the right to assign the duties listed below to non-members of the bargaining unit such as administrators or clerical staff.

I. Athletic Director

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$3,000	\$3,400	\$3,800	\$4,200	\$4,600	\$5,000

Beyond Step 6, the person appointed to the position of Athletic Director will receive an increase of 2.5% of the previous year's stipends.

II. Central Treasurer of Extraclassroom Activities Accounts

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$1,150	\$1,350	\$1,550	\$1,750

Beyond Step 4, the person appointed to the position of Central Treasurer of Extraclassroom Activities Accounts will receive an increase of 2.5% of the previous year's stipend.

III. Teacher Mentors

The parameters of the mentor program shall be those that are set forth in the APPR plan. Mentors shall be provided a stipend of \$500 per school year per intern and compensated at the district curriculum rate for attendance at the new teacher orientation workshop and other days as they may be requested. Any provision of this plan that is within the scope of the collective bargaining obligation required by Article 14 of the Civil Service shall not be changed, amended, deleted, or otherwise altered without first having been negotiated between the parties according to the requirements of Article 14 of Civil Service Law.

IV. Additional Positions

The District may determine the need for additional positions on an annual basis and may set a stipend for these positions. The District retains the right to establish the position, set the amount of the stipend and to offer the position to any unit member deemed qualified. It shall not be necessary to post these positions. Examples of such needs may be: math curriculum coordinator, 7/8 team leader, technology coordinator, etc.

V. In-Service Classes

Teachers who teach district approved in-service classes will be compensated at \$25/hour and will receive two (2) hours of preparation time for every 15 hour course.

Memorandum of Agreement
between the
Superintendent of Schools
and the
Lyndonville Teachers' Association

Section 3.04 Payday

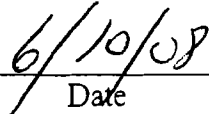
The Lyndonville Teachers' Association agrees to the following alteration to Section 3.04 (Payday) for the 2008-2009 school year:

Because the first week of school, which begins on September 2, 2008, is *not* a full pay week, the LTA agrees to defer their first pay until Thursday, September 11, 2008. On this date, a full paycheck will be issued. This alteration will allow the district to be in compliance with New York State Education Law, and Federal and State Tax Schedules.

This Memorandum replaces language that indicates that teachers will receive 1/2 pay on the Thursday after school opens for the 2008-2009 school year only.



District



Date



Association



Date

